

AGREEMENT BETWEEN
NATIONAL PUBLIC RADIO, INC.
AND
NATIONAL ASSOCIATION OF BROADCAST
EMPLOYEES AND TECHNICIANS
(NABET-CWA)

April 1, 2019 – March 31, 2021

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PREAMBLE

This Agreement made and entered into this 1st day of April, 2019, by and between National Public Radio, Incorporated, hereinafter referred to as "NPR," and the National Association of Broadcast Employees and Technicians – Communications Workers of America (NABET-CWA), AFL-CIO, hereinafter referred to as the "Union" or "NABET."

ARTICLE 1

RECOGNITION

Pursuant to the Certification of Representative issued by the National Labor Relations Board on April 21, 1999, in case No. 5-RC-14591, NPR recognizes the Union as exclusive representative, for purposes of collective bargaining with respect to wages, hours and other terms and conditions of U.S. based employment, of Employees in the bargaining unit described below:

All regular full-time, part-time and temporary Electronic Engineers, Broadcast/Recording Technicians, Bureau Broadcast/Recording Technicians, Satellite System Maintenance Technicians and Network Operations Center Technicians, and Media Center Coordinators employed by NPR at NPR headquarters, and all U.S. locations, but excluding all other employees, including but not limited to clerical employees, guards, and supervisors as defined by the National Labor Relations Act.

ARTICLE 2

NON-DISCRIMINATION

NPR and the Union shall not discriminate against Employees on account of membership in the Union; neither Party shall discriminate against any Employee in respect to Union activities or membership, or an Employee's choice to refrain from same, in any manner or at any time, to the extent permitted or prohibited by the law.

Neither NPR nor the Union shall discriminate against any Employee on the basis of race, color, religion, national origin, sex, age, sexual orientation, genetic information, disability, or any other basis protected by law.

All references to Employees in this Agreement shall include both sexes, and whenever either gender is used, it shall be construed to include both female and male Employees.

ARTICLE 3

MANAGEMENT RIGHTS

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in NPR, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion: to determine the number of Employees to be employed; to hire Employees; to assign and direct their work; to promote and transfer Employees; to maintain the efficiency of operations; to determine the personnel by and facilities in which operations are conducted; to use temporary Employees to perform work or services; to close down, or relocate NPR's operations or any part thereof; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; to control and regulate the use of facilities, equipment, and other property of NPR; to determine the number, location and operation of departments, divisions, and all other units of NPR; to issue, amend and revise policies, rules, regulations, and practices; to determine the services to be rendered; and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of NPR and to direct NPR's Employees.

NPR's failure to exercise any right, prerogative, or function hereby reserved to it, or the exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of NPR's right to exercise such right, prerogative or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 4

UNION SECURITY

- A.** As a condition of employment, all Employees covered by this Agreement shall, thirty (30) calendar days after execution of this Agreement, or in the case of new Employees, thirty (30) calendar days after commencement of their employment, whichever is later, become and remain members of the Union, in good standing, during the term of their employment under this Agreement or any extension thereof. Notwithstanding the foregoing, temporary Employees hired on a daily basis shall, after twenty (20) cumulative days of employment, become members of the Union and remain members in good standing in the Union during the term of the Agreement.

- B.** Temporary Employees hired by NPR from Universities (full-time University students) may be retained without the obligation to conform to Section A for a period not to exceed four (4) calendar months. If they are retained beyond a cumulative four (4) calendar months in a position covered under this Agreement, they shall be required to become members of the Union, pursuant to Section A.

- C. NPR shall not be required to discharge any Employee at the Union's request for any reason other than failure of the Employee to tender the initiation fees and periodic dues uniformly required as a condition of acquiring or retaining membership. The Union shall send written certified notice to an Employee regarding any delinquency in dues payment (loss of good standing) twenty-one (21) days prior to sending a discharge notice to NPR.

Upon receipt of a Union discharge notice, NPR shall immediately notify the named Employee that he/she shall be discharged unless, within a fourteen (14) day period, he/she shall reinstate himself/herself as a member of the Union not delinquent in dues.

- D. NPR shall notify the Union within fifteen (15) business days whenever a new Employee is hired under this Agreement or an Employee ceases to be employed under this Agreement. NPR shall include information in job postings identifying Union positions.
- E. Upon receipt by NPR of a voluntary authorization, in conformance with applicable law, dated and signed by an Employee, NPR shall deduct the authorized amount from the Employee's biweekly wages until the authorization is revoked by the Employee in accordance with the terms of said authorization. NPR shall deduct from an Employee's wages only that which an authorized representative of NABET has certified to NPR in writing, which may include initiation fee, assessments, dues, etc. for the Employee. Deductions shall be remitted to the Union Office (P.O. Box 79176, Baltimore, MD 21279-0176) no later than the tenth (10th) day of the month following the deductions and shall include all deductions made in the previous month.

NPR shall furnish the Union, at that time, with an alphabetical record of those for whom deductions have been made, gross earnings of each Employee for the period, and total amount of each deduction.

- F. The Union shall indemnify and hold NPR harmless against all claims, damages, and costs, including reasonable attorneys' fees in defending any claim brought against it, arising out of or in connection with NPR's compliance with this Article 4.

ARTICLE 5

TECHNICAL RESPONSIBILITIES

A. Purpose

The purpose of this Article is to describe the responsibilities of the Employees in the bargaining unit. Nothing herein shall preclude NPR from assigning an Employee in one bargaining unit classification to perform work in another bargaining unit classification.

B. Responsibilities

1. Broadcast Recording Technician (BRT); Bureau Broadcast Recording Technician (BBRT).

Subject to the second sentence of Paragraph A, and subject to the exceptions set forth in this Article 5, BRTs/BBRTs shall have shared responsibilities with respect to driving shows, performing production support, operating Master Control, repairing audio, performing layups, and processing and mixing incoming elements; this shall not preclude the assignment, in NPR's discretion, of BRTs to remotes. Nothing shall preclude employees covered by the Collective Bargaining Agreement between NPR and the American Federation of Television and Radio Artists ("AFTRA") and supervisory employees from performing such work when such work is related to their position as NPR shall from time to time determine.

2. Electronic Engineer (EE)

a. Subject to the second sentence of Paragraph A, and subject to the exceptions set forth in this Article 5, EEs shall have the primary responsibility for the disassembly, construction, testing, maintenance, repair, installation and technical support of audio equipment and applicable interconnect wiring and interfaces at the geographic location to which they are regularly assigned. EEs shall update various documentation and databases in support of these activities. EEs may also be expected to provide technical support services for noncommercial or commercial entities that enter into a contractual agreement with NPR.

b. EEs may, at the option of NPR, be assigned to the disassembly, construction, testing, maintenance, repair, installation and technical support of audio equipment and applicable interconnect wiring and interfaces outside of the geographic location to which they are regularly assigned.

3. Network Engineering Technician (NET) (formerly Satellite Systems Maintenance Technician).

Subject to the second sentence of Paragraph A, and subject to the exceptions set forth in this Article 5, NETs shall have the primary responsibility for the disassembly, maintenance, repair and installation of Satellite System related equipment, measuring instrumentation, and applicable interconnect wiring and interfaces.

4. Network Operations Center Technician (NOCT).

Subject to the second sentence of Paragraph A, and subject to the exceptions set forth in this Article 5, NOCTs shall have the primary responsibility for the operation of equipment used in the Network Operations Center control room for distribution of program audio material. NOCTs may, at the option of NPR, be assigned to the operation of NPR Distribution Division owned transportable

uplinking equipment, as specified in contracts for service between NPR Distribution and its customers.

5. Media Duplication Center Coordinator (MDCC).

Subject to the second sentence of Paragraph A, and subject to the exceptions set forth in this Article 5, MDCCs shall have the primary responsibility for the mass duplication of audio media. Mass duplication shall be defined for these purposes as six (6) or more copies made simultaneously from a single master.

C. Other Assignments

Any bargaining unit Employee may be assigned to perform work not covered by this Agreement, or may be assigned to perform work covered by the terms of another collective bargaining agreement, provided that such work is related to the bargaining unit Employee's position, so long as such assignment is not inconsistent with the terms of another collective bargaining agreement. The assignment of work under this Section C shall not create any jurisdictional rights. Employees assigned under this Section C to perform work in an area where they lack recent prior experience shall not be held responsible for any work performance failures in the assigned area.

D. Exceptions

With respect to the technical responsibilities set forth above, the following shall apply:

1. Technical Equipment Maintenance:

- a. During hours that fall outside of Engineering Services' normal coverage hours, after consultation with Engineering Management, employees not covered by this Agreement may replace and relocate technical equipment in a technical facility.
 - b. After consultation with Engineering Management, employees not covered by this Agreement may perform simple repairs and relocate technical equipment in all locations other than NPR headquarters.
2. NPR may use employees not covered by this Agreement to provide bargaining unit Employees with work breaks. NPR does not intend to invoke this provision to avoid the payment of overtime.
 3. Employees not covered by this Agreement may design, develop, install, test, evaluate, upgrade, modify, uninstall, and administer computer hardware and software, whether or not it controls technical equipment.
 4. Under urgent circumstances or emergencies, employees not covered by this Agreement (including supervisory employees) may perform the responsibilities of bargaining unit members, until bargaining unit members can assume their responsibilities.

5. In addition to anything provided in this Article, supervisory employees may occasionally operate technical equipment in technical facilities for such reasons as to maintain or acquire familiarity with day- to- day operations. Supervisors shall not be used to avoid the payment of overtime.
6. Acquired programming or freelance submissions are independently produced materials in which NPR may provide feedback or oversight support to the independent producer(s) or freelancer(s) prior to and during the preparation of such program materials. Acquired programming and freelance submissions are not covered by this Agreement and may be recorded, edited, processed and mixed off-site without bargaining unit Employees for use “on-air.”
7. **Cooperative Technical Activities (Co-Productions).**

A cooperative technical activity is a joint activity between outside entities and NPR for programming where NPR has some degree of ownership and control of the program material. An example of these activities includes “The New Year’s Eve Coast to Coast Production.”

Cooperative technical activities generally involve bargaining unit Employees to some degree but the level of bargaining unit Employee participation may vary within each production. Non-NPR technicians may provide technical support when co-production agreements between NPR and other entities provide for such support. NPR shall not utilize the employees of the co-producer in productions that are recorded, or broadcast from, NPR technical facilities. NPR shall notify the Union in writing in advance of cooperative technical activities and, at the union’s request, meet with the Union to discuss the planned activity and the level of unit involvement in the activity.

8. Subcontracting.

- a. When the technical requirements for an Engineering or Distribution activity cannot be met with available staffing, equipment or skills, NPR may contract for outside technical services. In circumstances where available staffing is insufficient, but where such work can be performed with unit Employees on a voluntary overtime basis, it will be offered to existing unit personnel. If there are no volunteers, outside contractors may be used to perform the work. If there are insufficient numbers of volunteers available to perform the work within the time needed for completion of the work, outside contractors may be used to perform the work in addition to any volunteers.
- b. Vendors or their subcontractors may install new equipment as part of a purchase/lease agreement between NPR and the vendor.
- c. It is not the intent of NPR to utilize subcontracting for the purpose of devitalizing the bargaining unit. The union will be advised of subcontracting projects. Vendors or their subcontractors may repair

equipment owned or leased by NPR that is under the original factory warranty or equipment that NPR, in its reasonable judgment, deems cannot be repaired due to a lack of familiarity or replacement parts for the product. While it is NPR's intent to have bargaining unit Employees maintain technical equipment whenever possible, NPR reserves the right to enter into service agreements to repair, troubleshoot or provide replacements for highly specialized or mission critical equipment where it is impractical to use bargaining unit personnel. Engineering Management may designate a technician to consult as assigned with management and the specialized service provider to identify and diagnose problems.

9. New Facilities.

With respect to the installation and construction of new facilities at any new location, nothing shall preclude NPR from engaging outside contractors, not covered by the Agreement, to perform the required work (full installation and connection hookup). EEs, when reasonably available, will be assigned to assist contractors.

- E. Bargaining unit Employees in the Distribution division may be responsible for the operation, installation or maintenance of equipment that is not owned or leased by NPR's Distribution Division.

ARTICLE 6

EMPLOYMENT STATUS

A. Regular Full-Time Employees

These Employees are hired for a specific classification and an indefinite employment period, and must complete an initial probation period of six (6) calendar months. NPR shall provide a mid-probation review to advise the Employee of employment progress. It shall be at the discretion of the department supervisor to determine whether the mid-probation review is written or oral. Probation may be waived prior to the completion of six (6) months, at NPR's discretion. An Employee hired with prior service as a temporary Employee in the same classification at NPR shall have fifty percent (50%) of the prior service applied to the initial probation period, up to a maximum of three (3) months. Employees in this category are hired to work a minimum forty (40) hour week on an annual basis of fifty-two (52) weeks per year (2,080 hours) and are eligible to participate in all NPR benefits.

B. Regular Part-Time Employees

These Employees are hired for a specific classification and an indefinite employment period, and must complete an initial probation period of six (6) calendar months. NPR shall provide a mid-probation review to advise the Employee of employment progress. It shall be at the discretion of the department supervisor to determine whether the mid-probation review is written or oral. Probation may be waived prior to the completion of six (6) months, at NPR's discretion. An Employee hired with prior

service as a temporary Employee in the same classification at NPR shall have fifty percent (50%) of the prior service applied to the initial probation period, up to a maximum of three (3) months. These Employees are hired to work fewer than forty (40) hours per week on an annual basis of fifty-two (52) weeks per year and are eligible to participate in NPR benefits, as follows:

1. 1-29 hours per week: sick and annual leave benefits calculated quarterly based on hours worked; bereavement leave; and foreign war-risk coverage.
2. 20-29 hours per week: retirement (subject to eligibility requirements of the retirement plan).
3. 30-39 hours per week: the same benefits as regular Full-Time Employees.
4. An Employee who, without a break in service, converts from part-time to full-time status or the reverse, shall serve only one (1) initial probation period in the same classification.

C. Temporary Employees

The Employees in this category are appointed for a specified period to fill-in for Employees on leave or on a temporary upgrade, when short-term operational demands dictate, to reduce mandatory overtime or when extraordinary circumstances prevent Employees from performing necessary duties. Temporary Employees are hired pursuant to an Employee Action System (EAS) that states the duration of employment, minimum hours per week and the nature of the assignment. NPR also hires temporary Employees pursuant to an EAS on an as needed daily basis with no minimum guarantee of hours or term (sometimes referred to as an Employee hired on a daily basis).

NPR shall provide the Union with a list of temporary Employees, showing dates of service (appointment), minimum hours per week, address, and rates of pay, at the beginning of each month. Temporary Employees will be eligible to receive benefits on the same terms and conditions as such benefits are provided to non-executive administrative temporary Employees of NPR.

D. Employment Limitations

NPR shall have the right to engage temporary Employees in its Washington, DC and NPR West locations, provided that, on a location by location basis, the total number of hours worked by temporary Employees shall not exceed twenty-five (25) percent of the number of hours paid to regular full-time technicians during the prior calendar year, rounded up to the nearest whole number. No restrictions shall apply to the engagement of temporary Employees at any other location. Notwithstanding the foregoing, temporary Employees utilized in place of full-time unit members undergoing training or to cover full-time Employees on any leave mandated by any provision of this Agreement (e.g. Article 8 (Hours of Work and Holidays), Article 10 (Leave), and Article 17 (Union Representation)), shall not be counted in determining whether this limitation has been exceeded.

ARTICLE 7

EMPLOYEE CLASSIFICATIONS

Each Employee shall be assigned to one of the classifications described below when hired. NPR reserves the right to set the minimum qualifications for the classifications, including but not limited to, years of related work experience and education.

A. Network Operations Center Technician (NOCT)

The characteristics of this position are to execute the transmission schedule of the Public Radio Satellite System (PRSS); oversee operations on the satellite transponder capacity that NPR operates on behalf of the PRSS; and operate the technical facilities of the PRSS Washington, DC transmission center.

B. Network Engineering Technician (NET) (formerly Satellite System Maintenance Technician)

The characteristics of this position are to provide technical support and maintenance services to the PRSS, including the Network Operations Center, Washington, DC Uplink and related transmission facilities.

C. Electronic Engineer (EE)

The characteristics of this position are to construct, install, test, maintain, repair and provide technical support for NPR technical equipment and to maintain the various documentation and databases in support of these activities.

D. Broadcast Recording Technician (BRT)

The characteristics of this position are to operate NPR broadcast/technical production facilities and to maintain the technical quality of NPR's audio material at its Washington, DC location.

Bureau Broadcast Recording Technician (BBRT) (part of the BRT unit)

The characteristics of this position are to operate NPR's broadcast/technical production facilities and to maintain the technical quality of NPR's audio material at NPR locations outside of Washington, DC.

E. Media Duplication Center Coordinator (MDCC)

The characteristics of this position are to operate technical equipment in the Media Duplication Center to duplicate material for company use and to maintain the functionality of the Media Duplication Center.

F. Other Duties As Assigned

The characteristics listed above are intended only as illustrations of the various types of work that may be performed, and not for jurisdictional purposes.

ARTICLE 8

HOURS OF WORK AND HOLIDAYS

A. Full-Time Employees

1. A workday for Employees hired to work a five (5) day week consists of eight and one-half (8 ½) consecutive hours, including a scheduled sixty (60) minute meal period and seven and one-half (7 ½) hours of scheduled work. Under the five (5) day format, a work shift that begins at 11:00 p.m. (local time) or thereafter is attributed to the following day. In the BRT classification, certain designated shifts (e.g., overnight and holiday) are eight (8) consecutive hours, including a scheduled thirty (30) minute meal period and seven and one-half (7 ½) hours of scheduled work. In the Bureaus and NET classification (the "Depot"), shifts are eight (8) consecutive hours, including a scheduled thirty (30) minute meal period and seven and one-half (7 ½) hours of scheduled work. Employees are paid eight (8) hours of straight time pay for these workdays.
2. A workday for Employees hired to work a four (4) day week consists of ten (10) consecutive hours, including a sixty (60) minute meal period and nine (9) hours of scheduled work. Employees are paid ten (10) hours of straight time pay for this workday. A work shift for the four (4) day format Employee starting at 9:00 p.m. (local time) or later is attributed to the following day.
3. On a regular workday, the minimum call for a full-time Employee shall be eight (8) hours under the five (5) day format and ten (10) hours under the four (4) day format. The minimum daily call for Employees on a five (5) day workweek working on a scheduled day off shall be four (4) hours. The minimum call for Employees on a four (4) day workweek working on a scheduled day off or a holiday shall be five (5) hours.
4. A workweek under the five (5) day format consists of five (5) workdays and two (2) consecutive scheduled days off and days off may overlap adjoining calendar weeks.
5. A workweek under the four (4) day format consists of four (4) workdays and three (3) days off and may overlap adjoining calendar weeks. The days off will either be three (3) consecutive days off, or two (2) consecutive days off plus one (1) additional day during that workweek. When the days off are "two and one," at least one (1) of those days will be a Saturday or Sunday.
6. A pay period is a fourteen (14) day period beginning at 12:01 a.m. on Monday and ending two (2) weeks later at midnight on Sunday.

B. Part-Time (or partial shift) Employees

Regular part-time Employees shall be subject to the same conditions as described in other provisions of this Article with the following exceptions:

1. For part-time Employees, a workday may be less than eight and one-half (8 ½) hours, but the minimum call shall be four (4) hours. (See C., Meal Periods, for scheduling in excess of five (5) hours).
2. Part-time Employees may receive, but shall not be entitled to, forty (40) hours of compensation per workweek. However, part-time Employees shall be entitled to the minimum number of hours of compensation as designated on the EAS.
3. Part-time Employees shall be compensated at applicable overtime rates when working on a day off but only if it is a sixth (6th) day or seventh (7th) day in the Employee's workweek, or a holiday, even if the hours worked in that workweek are fewer than forty (40) (see also Section F).

C. Meal Periods

All meal penalties must be authorized in advance by the Employee's supervisor or, in the case of a remote assignment, the (Senior) Producer responsible for overseeing the remote.

1. Five (5) Day Workweek

A meal period of sixty (60) minutes in duration shall be scheduled and posted with the weekly schedule for all shifts greater than five (5) hours. (See Section A. Paragraph 1 for eight (8) hour day exception, and Paragraph 2 below for ten (10) hour day exception). Meal periods for shifts five (5) hours or less may be scheduled at NPR's discretion.

The scheduled meal shall commence between three (3) and five (5) hours from the start of the shift. If a full meal period does not begin within this window, cannot be completed, or is missed entirely, a penalty of forty-five (45) minutes of straight time shall be paid. Additionally, when incomplete or missed meal periods result in an Employee working more than eight (8) hours during a scheduled eight and one-half (8 ½) hour workday, the hours in excess of eight (8) hours will be paid at the applicable overtime rate.

Employees are entitled to a second paid meal period of thirty (30) minutes in duration ten (10) hours after the beginning of the shift. This meal shall begin within one (1) hour of the tenth (10th) hour of the shift. If this second meal period cannot be completed, is missed entirely, or does not commence by the eleventh (11th) hour, then a penalty of thirty (30) minutes of straight time will be paid.

2. Four (4) Day Workweek

A meal period of sixty (60) minutes in duration shall be scheduled and posted with the weekly schedule for all shifts greater than six (6) hours. (See Section A for eight (8) hour day exception). Meal periods for shifts six (6) hours or less shall be scheduled at NPR's discretion.

Under the four (4) day format, if the sixty (60) minute meal period does not commence between four (4) and eight (8) hours from the start of the shift, or if at least forty-five (45) minutes of the meal break cannot be completed, a penalty of

thirty (30) minutes of straight time shall be paid. If the meal cannot be taken at all, a penalty of one (1) hour of straight time shall be paid.

Overnight shifts may be designated as having a "last hour lunch." In lieu of a meal penalty for such shifts, the Employee shall be considered to be "off-the-clock" on the last hour of that shift and will not be required to return to work after the meal period.

Employees are entitled to a second paid meal period of thirty (30) minutes in duration at the start of the twelfth (12th) hour of the shift that will begin no later than thirty (30) minutes after that time. If this meal cannot be started at that time, cannot be completed, or is missed entirely, a penalty of thirty (30) minutes of straight time shall be paid.

3. Subsequent Meal Periods

Subsequent paid meal periods of thirty (30) minutes shall be scheduled every four (4) hours after the completion of the second meal period, and shall be taken within one (1) hour of eligibility. If the subsequent meals cannot be completed or are missed entirely, then a penalty of thirty (30) minutes straight time pay shall be paid.

D. Work Breaks

In addition to meal periods, work breaks, including bathroom breaks, shall be provided at reasonable times, when possible, at the discretion of NPR. A supervisor must be notified if the Employee intends to leave NPR premises and will be out of range of the in-house paging system during a work break.

E. Shift Differential

1. For all work performed between midnight and 7:00 a.m., Employees shall receive an amount equal to twenty (20) percent of the individual Employee's straight time rate as shift differential.
2. Shift differential is neither additive nor cumulative and is not considered part of base pay on which overtime rates are calculated.
3. Calculation of shift differential shall be made in fifteen (15) minute increments.

F. Overtime

Overtime shall be paid at the rate of time and one-half ($1\frac{1}{2}x$), in fifteen (15) minute segments: for all hours worked in excess of forty (40) hours in a workweek, and eight (8) hours in a workday (or ten (10) hours in the case of a four (4) day workweek); and on a sixth (6th) day in a workweek (or a fifth (5th) day in the case of a four (4) day workweek). Overtime shall be paid at the rate of double-time ($2x$) in fifteen (15) minute segments for all hours worked on a seventh (7th) day (or a sixth (6th) day or a seventh (7th) day in the case of a four (4) day workweek). "Hours worked" includes the paid portion of the meal period as well as approved paid leave. Overtime must be approved by the appropriate Engineering or Distribution supervisor.

G. Short Turnaround

There are two types of short turnaround: one between work shifts day-to-day and one between work shifts surrounding days off. Calculations of short turnaround shall be made in fifteen (15) minute increments.

1. When the interval between the end of any work shift and the beginning of the next work shift is separated by fewer than twelve (12) hours (excluding work voluntarily performed on a scheduled day off or holiday), the affected Employee shall be paid a penalty of \$15.00 for each hour (or fraction thereof) fewer than twelve (12). If the next scheduled shift begins less than four (4) hours after a previous shift ended, then the shifts shall be considered as continuous duty, and all applicable overtime rates and meal period provisions shall apply. Work performed on a scheduled day off or a holiday only qualifies for day-to-day short turnaround if the Employee was drafted to work the overtime. There is no day-to-day short turnaround when a technician volunteers to work overtime on a scheduled day off or holiday.
2. When the interval between regular shifts surrounding a single day off is less than thirty-six (36) hours, the Employee (four (4) day format only) shall be paid \$15.00 for each hour (or fraction thereof) fewer than thirty-six (36). When the interval between regular shifts surrounding two (2) consecutive days off is less than sixty (60) hours, the Employee (both four (4) and five (5) day format) shall be paid \$15.00 for each hour (or fraction thereof) fewer than sixty (60). When the interval between regular shifts surrounding three (3) consecutive days off is less than eighty-four (84) hours the Employee (four (4) day format only) shall be paid \$15.00 for each hour (or fraction thereof) fewer than eighty-four (84).
3. Days off short turnaround shall only be calculated between the end of any regularly scheduled workday and the beginning of the next regularly scheduled workday surrounding any day(s) off as described above. For example, when a technician's shift ends at 10:00 p.m. Friday and he/she is scheduled to return at 8:00 a.m. on Monday, two (2) hours of short turnaround would be paid. If that same technician worked on Saturday, the two (2) hours would still be paid, but no days off short turnaround would be calculated between the end of the overtime shift on Saturday and the start of the regular shift on Monday.

H. Business Travel

Travel time is defined as hours spent for a remote assignment while in transit to or from the Employee's work site, home or temporary dwelling while not performing any other job duties. Travel time directly from the Employee's home to a remote assignment or vice versa shall be paid, but payment shall not exceed the amount of time that would have been required for travel from the Employee's regular work site to the remote assignment. Time spent traveling within the United States (and its territories and possessions) shall be compensated as hours worked at the applicable rate. If the Employee performs work immediately before or after travel time, the work and travel time will be treated as a continuous shift.

Unit members assigned to duty outside of the United States shall be compensated at a straight time hourly rate during international travel, not to exceed sixteen (16) hours total. Travel time commences upon arrival at the mass transit departure location. If work is performed after arrival, then all time spent in travel shall be included in the calculation of compensation as prescribed in Section F.

I. Remote Assignments

Employees on remote assignment, domestic or international, shall be compensated at the same rate as if at home base, with the following exception: on remote days off, if the Employee is not required to work, he shall receive four (4) hours of straight time pay (five (5) hours for a four (4) day workweek). If the Employee is required to work on a remote day off, then he shall receive a four (4) hour minimum call (five (5) hours for a four (4) day workweek) at the applicable overtime rate.

J. Holidays

1. There are ten (10) paid holidays in each calendar year: New Year's Day, Martin Luther King's Birthday, Presidents' Day, Memorial Day, the Fourth of July, Labor Day, Columbus Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day. Employees working under the four (4) day workweek format do not receive holiday pay for two (2) holidays, Presidents' Day and Columbus Day, but instead are credited with ten (10) hours of annual leave as each of these two days occur. Under the four (4) day workweek format, any work performed on these days shall be paid at the appropriate non-holiday rate.

NPR shall determine which calendar day is used to observe each holiday with the following exceptions: the day of observance for New Year's Day, the Fourth of July, and Christmas Day shall be the actual day of the holiday for the bargaining unit classifications working shifts covering all seven (7) days of the week. These exceptions shall not apply to other than DC locations normally staffed on a Monday through Friday basis.

2. Holiday Pay.

- a. When a holiday falls on an Employee's normal workday, and the Employee does not work on that day, eight (8) hours of straight time are paid. Employees working a four (4) day workweek shall receive ten (10) hours of straight time pay. Part-time Employees shall receive straight time pay in accordance with the minimum number of hours designated on their EAS for a regular workday.
- b. Employees scheduled to work on a holiday that falls on their normal working day shall receive eight (8) hours of straight time pay (ten (10) hours for Employees working a four (4) day workweek). In addition, they shall be paid at one and one-half (1 ½x) times straight time for all hours worked. Part-time Employees will receive holiday pay as set forth in this Section based on their regular hours as designated on the EAS.

- c. Employees scheduled to work on a holiday that falls on the sixth (6th) day of a workweek shall be compensated with eight (8) hours at one and one-half (1 ½x) times straight time (fifth (5th) day and ten (10) hours for Employees working a four (4) day workweek). In addition, they shall be paid at one and one-half (1 ½x) times straight time for all hours worked.
- d. Employees scheduled to work a holiday on a seventh (7th) consecutive workday (sixth (6th) or seventh (7th) day for the four (4) day workweek) shall be compensated with eight (8) hours at two times (2x) straight time (ten (10) hours for Employees working a four (4) day workweek). In addition, they shall be paid at two times (2x) times straight time for the first eight (8) or ten (10) hours worked, and two times (2x) straight time for all hours thereafter.
- e. When a holiday falls on an Employee's normal day off, and no work is performed, the Employee shall receive eight (8) hours of annual leave in lieu of any holiday pay (ten (10) hours for Employees working a four (4) day workweek; part-time Employees shall receive straight time pay based on the minimum number of hours designated on the EAS for the Employee's regular workday).

3. Holiday Assignments.

Where possible, volunteers shall be sought to work shifts on holidays. A sign-up sheet will be posted six (6) weeks prior to the holiday. All shifts listed on the sign-up sheet shall be no greater than eight and one-half (8 ½) hours in duration (ten (10) hours for four (4) day format) and shall include scheduled meal periods for shifts greater than five (5) hours. The appropriate manager may assign shifts that are not claimed to bargaining unit members based on NPR's operational needs.

ARTICLE 9

PAY

A. Increases and Step Schedules.

1. Salary increases.

Bargaining unit Employees, (as well as any unit Employee who is paid a base salary above the step schedule before the date the Agreement is executed), shall receive the following increases:

- Effective the first full pay period beginning on or after January 1, 2020: 2.5% of base salary as of December 31, 2019.
- Effective the first full pay period beginning on or after January 1, 2021: 2.5% of base salary as of December 31, 2020.

2. New hires and step increases.

Bargaining unit Employees are hired and paid according to a stepped salary schedule. The minimum base salary for these Employees shall be Step 1, however, NPR reserves the right to hire Employees at a higher step. Upon the anniversary date of an Employee's Unit Seniority, the Employee shall receive the base pay for the next higher step. Temporary Employees shall receive the base pay for the next highest step after they have completed two thousand and eighty (2,080) hours of work.

3. Step schedules.

Employees who are regular Employees of NPR as well as temporary Employees or daily hires in a bargaining unit position shall be paid according to the step schedule for each job classification as follows:

Group 1 Step Schedule – For BRTs, BBRTs, and NOCTs

Step	4/1/2019	1/1/2020	1/1/2021
1	\$77,072	\$78,999	\$80,974
2	\$81,850	\$83,896	\$85,993
3	\$86,923	\$89,096	\$91,323
4	\$92,313	\$94,621	\$96,987
5	\$98,036	\$100,487	\$102,999
6	\$104,114	\$106,717	\$109,385

Group 2 Step Schedule – For EEs and NETs

Step	4/1/2019	1/1/2020	1/1/2021
1	\$82,467	\$84,529	\$86,642
2	\$87,579	\$89,768	\$92,012
3	\$93,008	\$95,333	\$97,716
4	\$98,775	\$101,244	\$103,775
5	\$104,898	\$107,520	\$110,208
6	\$111,400	\$114,185	\$117,040

MDCCs are exempted from the stepped salary schedule, but shall receive a minimum base salary equal to ninety-five percent (95%) of the base salary for Group 1, Step 1.

Except as noted below, Employees employed by NPR as of April 1, 2019 will, effective April 1, 2019, continue to be paid at the annual rate of pay they were paid on March 31, 2019, regardless of the number of the Step on the schedule above associated with that rate of pay. Those Employees who are not already paid

at the top Step on the schedule (Step 6) as of April 1, 2019 shall, on each anniversary date of such Employee's Unit Seniority thereafter, receive the base pay for the next higher Step from the Step at which such Employee's salary was immediately prior to that anniversary date. For purposes of illustration, a BRT, BBRT, or NOCT whose salary as of March 31, 2019 was \$81,850 and who has a Unit Seniority anniversary of May 15 will continue to be paid \$81,850 (Group 1, Step 2) until the Employee's next anniversary date (May 15, 2019) when the Employee's salary would be increased to the Group 1, Step 3 salary of \$86,923.

Any Employees who, as of March 31, 2019, were being paid below the lowest annual rate of pay on the applicable schedule above shall, effective April 1, 2019, begin to be paid at such new lowest annual rate of pay.

B. Temporary Upgrades

Any bargaining unit Employee in a job classification in Group 1 who is assigned to perform work in a job classification in Group 2, shall receive the corresponding Group 2 rate of pay for all time spent performing Group 2 work, but in no event for less than one (1) hour. (Ex. A BRT who is paid at the Group 1, Step 3 rate, and is assigned to perform one (1) hour of work as a Group 2 Electronic Engineer, shall receive one (1) hour of pay at the applicable Group 2, Step 3 rate for Electronic Engineers, based on the BRT's date of hire.)

MDCCs assigned to perform work normally assigned to other job classifications within the bargaining unit shall be paid for the work performed according to the appropriate Group salary schedule and at the highest step level for which he/she is eligible based on his/her Company Seniority.

C. Technical Director

Between April 1, 2015, and March 31, 2017, Employees assigned as Technical Directors shall receive \$2.25 per hour, in addition to their regular base pay, for all hours worked while performing Technical Director duties. Beginning on April 1, 2017, Employees assigned as Technical Directors shall receive \$2.50 per hour, in addition to their regular base pay, for all hours worked while performing Technical Director duties.

D. Pay Administration

Payment to all Employees shall be made in conformance with NPR policy, but not less frequently than bi-weekly. Compensation shall be net to the Employee and no deductions shall be made therefrom (except for such taxes and withholdings as are required or authorized by law and/or the Employee, or other deductions authorized by law or the Employee). NPR acknowledges its liability to pay all persons who have received appointments signed by the Vice President for Human Resources.

Employees are required to submit electronic time sheets every two (2) weeks, to report hours worked and leave used (e.g. overtime, penalty categories set forth in Article 8, sick leave, annual leave, personal leave, family/medical leave, and

bereavement leave). Employees must also submit time spent during their scheduled shift on matters pursuant to Articles 15 and 17.

Electronic time sheets must be completed and submitted by the Employee no later than 10:00 a.m. (1000) ET on the second Thursday of the pay period. Those working weekend shifts may submit their time sheets by 8:00 a.m. ET on the Monday following the end of that pay period. There may be special circumstances when NPR will request early submission of time sheets. In such circumstances the deadline for submitting a time sheet may be advanced.

Any hours worked in a pay period or any changes to previously submitted hours which are not documented on the regular time sheet should be noted later on a supplemental time sheet and submitted to NPR in a timely manner. Supplemental time sheets detailing hours worked during a given pay period that are received by 8:00 a.m. (0800) ET on the Monday following the end of that pay period shall be paid with the regular check for that pay period.

ARTICLE 10

LEAVE

A. Annual Leave Accrual

Annual leave shall accrue as follows:

<u>Years of Continuous Service</u>	<u>Hours / Accrual Rate</u>
0- end of 3rd	120 (4.61 hours/pay period)
Beginning of 4th – end of 9th	160 (6.15 hours/pay period)
Beginning of 10th – end of 16th	200 (7.69 hours/pay period)
17 plus	240 (9.23 hours/pay period)

B. Annual and Personal Leave Selection Procedure – BRT/BBRT/NOCT

1. NPR shall determine the number of BRTs/BBRTs/NOCTs that may be on annual leave on the same dates, in accordance with its operational needs. Such determination shall include at least six percent (6%) more total days of annual leave than the BRTs/BBRTs/NOCTs are expected to accrue in annual leave during the calendar year.

2. Selection Process.

a. **Round One Selection Process.** In inverse order of Unit Seniority, BRTs/BBRTs/NOCTs shall be guaranteed an opportunity to sign up for one (1) week (forty (40) hours) of annual leave (in either a full week increment or in daily increments that add up to forty (40) hours) they will accrue before the

end of the next calendar year in which vacation is to be taken, excluding the weeks of Thanksgiving and Christmas. In this round, each week calendared shall account for forty (40) hours of leave, regardless of whether it includes a holiday. To effectuate this Round One selection process, NPR shall distribute a list to each Employee workgroup that sets forth the day each Employee shall have to make his/her Round One selection. Each BRT/BBRT/NOCT shall have a maximum of twelve (12) hours to make his/her selection. When each BRT's/BBRT's/NOCT's twelve (12) hour window is open, the BRT/BBRT/NOCT must, in written form, indicate the leave selected to the Manager. After the twelve (12) hour window, the next Employee in line will have the opportunity to select leave. If an Employee misses his/her window, he/she may select as soon as he/she is ready to participate in the process and select from time still available. If there is a conflict between the days selected by the Employee selecting outside of that Employee's window and the days selected by the Employee selecting within that Employee's window, the Employee selecting within the Employee's window shall have priority. If more than one Employee selects outside of their windows at the same time, any conflict in the days selected by those Employees will be decided in the order in which they were originally scheduled to make their selections.

- b. Round Two Selection Process.** After the Round One selection process is completed, then, in order of Unit Seniority, BRTs/BBRTs/NOCTs shall be given the opportunity to sign up for all the upcoming year accrued annual leave days from remaining openings in the vacation calendar, in full week increments. In this round, each week calendared shall account for forty (40) hours of leave, regardless of whether it includes a holiday. The Round Two selection shall be conducted immediately following the Round One selection. To effectuate this Round Two selection process, NPR shall distribute a list to each Employee workgroup that sets forth the day each Employee shall have to make his/her Round Two selections. Each BRT/BBRT/NOCT shall have a maximum of twelve (12) hours to make his/her selections. Dates selected for annual leave must be in increments of seven (7) consecutive days (Monday - Sunday); two (2) of these days will be normal days off (three (3) days for NOCT). When each BRT's/BBRT's/NOCT's twelve (12) hour window is open, the BRT/BBRT/NOCT must, in written form, indicate the weeks selected to Management. After the twelve (12) hour window, the next BRT in line will have the opportunity to select leave weeks. After the twelve (12) hour window, the next Employee in line will have the opportunity to select leave. If an Employee misses his/her window, he/she may select as soon as he/she is ready to participate in the process and select from time still available. If there is a conflict between the days selected by the Employee selecting outside of that Employee's window and the days selected by the Employee selecting within that Employee's window, the Employee selecting within the Employee's window shall have priority. If more than one Employee selects outside of their windows at the same time, any conflict in the days selected by those Employees will be decided in the order in which they were originally scheduled to make their selections.

At the next quarterly meeting of the Advisory Committee held pursuant to Article 22.A held after the end of Round Two, NPR and NABET shall discuss the status of time scheduled, time remaining to be scheduled, and available time in which to take the time off.

- c. Round Three Selection Process.** After the Round Two selection process is completed, BRTs/BBRTs/NOCTs may request dates to use any accrued annual or personal leave, and any banked annual leave, for the balance of the year without regard to Unit Seniority. The BRT/BBRT/NOCT shall submit a written request indicating the desired dates to Management. Requests shall be handled on a first-come, first-served basis. If such leave is requested more than three (3) months in advance, and days are available in the vacation calendar, Management shall approve the request. Requests made less than three (3) months in advance or exceeding the maximum leave allotments are not considered approved until the leave request form is signed by a Manager (to be decided as soon as possible but no fewer than two (2) weeks prior to the requested leave days). In the case of a tie between unapproved leave requests, the BRT/BBRT/NOCT with more Unit Seniority shall have priority.
3. An updated annual leave calendar shall be maintained online during the entire selection process and until the end of the calendar year for the vacation selections in question. NPR may at any time increase or decrease the available number of BRTs/BBRTs/NOCTs that may be on annual leave on the same dates, provided that such increase or decrease does not change any previously scheduled annual leave. In decreasing the annual leave availability, Management will not act in an arbitrary or capricious manner, will seek to ensure that Employees retain an adequate opportunity to schedule annual leave time, and provide further that any decrease shall be based on operational needs, including, without limitation, due to convention coverage, election coverage, or training.
4. Once leave has been approved through the process above, it cannot be swapped with another BRT/BBRT/NOCT, rescheduled, or canceled without the approval of Management. In determining whether to approve a request to swap, reschedule, or cancel scheduled annual leave, Management will take into consideration the following factors:

 - Whether the BRT/BBRT/NOCT has found another qualified BRT/BBRT/NOCT, as the case may be, who has agreed to swap scheduled annual leave;
 - Whether the BRT/BBRT/NOCT is seeking to move scheduled annual leave to a week that is both available on the schedule and more than thirty (30) days in advance of the date of the request to reschedule the annual leave; and
 - Whether the BRT/BBRT/NOCT wishes to cancel scheduled leave: (i) due to an anticipated personal need, including an anticipated need to take FMLA leave; or (ii) because the Employee's leave balance has been substantially depleted due to FMLA use, and the request to cancel the

scheduled leave is made more than thirty (30) days in advance of the scheduled annual leave and the cancellation of the scheduled annual leave will not cause the BRT/BBRT/NOCT to carry over at the end of the year more than the maximum carryover amount.

In the event of such a request to swap, reschedule, or cancel scheduled annual leave in the situations described immediately above, Management will either grant the request or will provide the Employee who made the request with a written explanation as to the reason for denying the request, within fourteen (14) days after Management receives such request. In deciding the requests, Management will not act in an arbitrary or capricious manner and will seek to honor Employees' desires.

5. Notwithstanding the above, NPR may, in its discretion, allow an Employee to use accrued annual leave outside the process described above (special annual leave utilization) for approved leaves of absence.

C. EE

The Engineering Services Manager must approve annual leave. Only two (2) EEs may be on annual leave at a time, unless additional requests are approved by NPR. Annual leave is authorized on a first-come, first-served basis. Leave may be requested up to one (1) year in advance from the date of submission. In the case of simultaneous requests for the same days off, the EE with more Unit Seniority shall have priority.

D. NET

Annual leave is authorized at the discretion of the Employee's supervisor. Annual leave requests for more than two (2) consecutive days off must be submitted no less than fourteen (14) days in advance of the dates requested. No more than two (2) NETs may be on scheduled annual leave simultaneously, unless additional leave is approved by NPR. In the case of simultaneous requests for the same days off, the NET with more Unit Seniority shall have priority.

- E. No bargaining unit Employee may be recalled to duty during annual or personal leave except for critical operational reasons. In such cases, NPR shall fill the shifts first with volunteers from the non-vacation staff, and then with volunteers from those on annual or personal leave. NPR shall not be arbitrary or capricious in canceling vacation and shall not use this exception to avoid the payment of overtime.

F. Annual Leave Carryover

An Employee may carry over annual leave in accordance with, and to the extent permitted by, NPR policy applicable to administrative employees.

Nothing herein shall preclude NPR from changing, modifying or eliminating the leave policies set forth in this Section F, provided that such change, modification or elimination applies to all administrative employees of NPR and provided further that in the event annual leave carryover is reduced, there shall be sufficient notice for an orderly liquidation of the reduced amount. Bargaining unit Employees and NABET

shall receive notice of any change, modification, or elimination in the same manner as such notice is provided to administrative employees.

To the extent that any such limit on the carryover of annual leave is inconsistent with any rights arising under California Labor Code Section 227.3, such rights are hereby expressly waived and NPR is expressly permitted to place an annual limit on the number of hours of annual leave which may be carried over by any Employee (including any Employee working in California) from one year to the next, with any hours of accrued annual leave over such limit permanently forfeited if not used by the Employee by the end of the relevant year. Under no circumstances will this waiver be interpreted to cause any Employee to be treated less generously because he/she lives and/or works in California.

G. Sick Leave and Other Leaves of Absence

Each bargaining unit Employee shall be entitled to the same leaves, including, but not limited to, parental leave, sick leave, bereavement leave, FMLA leave, leave of absence, personal leave, jury duty, military leave and leave sharing, that are made available to administrative employees of NPR.

Nothing herein shall preclude NPR from changing, modifying or eliminating the leave policies set forth in this Section G, provided that such change, modification or elimination applies to all administrative employees of NPR. Bargaining unit Employees and NABET shall receive notice of any change, modification, or elimination in the same manner as such notice is provided to administrative employees.

H. NPR Policy

As used in Sections F and G, NPR policy shall be the NPR policy updated and maintained on NPR's intranet website.

I. Unauthorized Absence

Any unaccounted-for absence under this Agreement is unauthorized and may result in disciplinary action, up to and including termination. Unauthorized absences of three (3) consecutive workdays may be considered job abandonment and result in immediate termination.

J. NABET Leave Bank

A NABET Leave Bank will be established to provide to members of the NABET bargaining unit the alternative option to donate annual leave to be used by NABET to compensate members to serve on NPR bargaining committees or to participate in NABET conventions or training regarding their responsibilities as stewards or officers of the Union. The Leave Bank will not be used other than for time-off for NABET representatives who are Employees of NPR.

Bargaining unit Employees may, between June 1 and June 10, and December 1 and December 10 of each year donate annual leave, in hourly increments, valued at the Employee's straight time rate of pay. Election to contribute to the NABET Leave

Bank shall be made in writing, including e-mail, addressed to the Director of Labor Relations.

When NABET requests that an Employee be released from duty, and the release time is reimbursable from the NABET Leave Bank pursuant to this Article, then, as a condition of release, the President of the Local NABET office shall submit to NPR a written request for the release, which shall contain the names of the Employees to be released, the reason for the release, and the amount of time to be charged to the NABET Leave Bank. NPR shall reimburse itself from the NABET Leave Bank when it has kept the Employee on its payroll during the reimbursable time and send a written confirmation of such reimbursement to NABET.

ARTICLE 11

ASSIGNMENT OF WORK / MANDATORY OVERTIME

Bargaining unit Employees shall be assigned shifts as NPR shall determine in order to meet its operational needs and satisfy its technical requirements.

When assigning work schedules, NPR shall comply with applicable law regarding religious accommodations. NPR shall, in good faith, take into consideration schedule preferences which are based upon religious beliefs, practices, or observances.

A. Shift Preference (BRTs)

Twice per year, in April and October, each BRT shall have the option to submit to NPR his/her shift preference and day off preference together with a brief statement explaining the request. NPR shall, in establishing the work schedules, give good faith consideration to such requests.

B. Shift Preference (All Other Units)

The appropriate supervisor of each remaining unit, except the NET unit and Media Duplication Center unit, shall create a list of generic shifts required for that unit. Generic shifts are templates indicating the start and end times, plus the meal period for each shift. Twice per year, in February and August, each unit shall have an opportunity for shift selection. Once Employees begin to select shift preferences, the shift generics cannot be changed for the duration of the selection process without the consent of the Union. Employees on initial probation shall not participate in the shift selection process and shall have their schedules determined by NPR. The Employees of each unit shall have an opportunity to designate a shift preference among the available shifts in order of Unit Seniority. The new shifts shall commence the first Monday in March and the first Monday in September. NPR may limit the choice of generics for a particular individual based on previous performance concerns on the selected shift. If at any time the generics change for any unit referred to in this Section B, and the change cannot be accomplished by a mutually agreeable change or voluntary swap, then a shift selection shall be held for that unit, as described above, at the earliest opportunity.

The NET unit and the Media Duplication Center unit shall have schedules established by NPR without a selection process.

C. Work Schedules

1. With respect to all bargaining unit Employees, NPR shall post preliminary work schedules (including days off, start and end times, and assigned duties/facilities within the location) four (4) weeks in advance of the effective date and shall post final work schedules two (2) weeks in advance of the effective date. NPR has the right to temporarily change an Employee's schedule to meet its operational needs, subject to the provisions of Paragraph D, below.
2. Work shifts shall begin and end at the times posted in the schedule unless the appropriate unit manager makes or approves a change to an Employee's schedule. Employees are expected to be at their assigned workstation, ready to begin work at the time posted in the schedule, and remain on the shift until they are relieved or the posted "out" time. An Employee on remote assignment shall receive schedule changes from NPR's designee (i.e., a producer or technical director). Employees are expected to adhere to changes in work assignments and schedules communicated by NPR in accordance with the provisions of this Agreement (Article 11, Section D). An Employee who is unable to meet a schedule change must inform a manager in his/her department by telephone, or in person, as soon as possible. NPR, at its sole discretion, may grant an Employee's written request for a flexible work schedule, shift swap or special work hours. Where such requests are granted, the Employee shall not receive overtime or other penalties that result directly from the Employee's requested change.
3. Required work shall be performed on the clock. Where one BRT is scheduled to relieve another BRT, the schedule shall build in appropriate transition time.

D. Changes In Work Schedules

1. After the final schedule has been posted, schedule changes shall be made by e-mail addressed to the affected Employee. Notice of same day schedule changes for all Employees already at work shall be by e-mail, and Employees shall be notified either in person or by telephone conversation with a manager to check their e-mail for that change. When a schedule change for the next workday is made after the Employee's shift ends and involves a change to "in" time, the Employee must be notified in person or by telephone conversation, which notification shall be confirmed by e-mail.

When a schedule change for the next workday is made after the Employee's shift ends and involves a change to the location of the first assignment for that day, the Employee shall be afforded a reasonable amount of time to check e-mail for that schedule change and get to the new location.

2. With respect to five (5) day workweek Employees, if less than two (2) weeks' (fourteen (14) calendar days) notice is given of a change in a scheduled day off, a penalty of two (2) hours straight time shall be paid.
3. With respect to four (4) day workweek Employees, if less than forty-eight (48) hours' notice is given of a change in a scheduled day off, the Employee shall be paid at the applicable overtime rate on the day he/she is needed to work.
4. If less than twenty-four (24) hours' notice is given of a change in any Employee's start time, a penalty of one (1) hour of straight time shall be paid, unless the change results in an overtime payment in which case the Employee shall be paid the greater of the overtime or the penalty.
5. If less than twelve (12) hours' notice is given of a change in any Employee's start time, a penalty of two (2) hours straight time shall be paid, unless the change results in an overtime payment in which case the Employee shall be paid the greater of the overtime or the penalty.
6. NPR, at its sole discretion, may grant Employees' written requests for a shift swap, flexible work schedule or special work hours. Where such requests are granted, the Employee(s) making the request shall not receive overtime or other penalties that result directly from the Employee's requested change.

E. Assignment of Technical Directors

The duties of Technical Director shall be determined by NPR. Each July 1 (or in the event of a vacancy or newly created position), NPR shall invite all non-probationary Employees to apply for available Technical Director positions, if any, via e-mail. Employees interested in a Technical Director position or obtaining experience to become a Technical Director may express such interest to NPR. Technical Directors shall be selected by NPR from among qualified applicants and, in the event there are no qualified applicants, NPR shall have the right to assign a qualified Employee to a Technical Director position. There shall be no term limits for the assignment of Technical Directors.

F. Remote Assignments

After giving good faith consideration to Employee preferences, NPR reserves the right to select which bargaining unit Employees, if any, shall be assigned to remote opportunities.

G. Assignment of Overtime

Bargaining unit Employees shall be assigned to work overtime as NPR shall determine, in order to meet its operational needs and satisfy its technical requirements.

1. Extended Shift Overtime (including Extended Holiday Shifts)

When extended shift overtime is required, NPR shall first inform the Employee on that shift of the overtime opportunity. If the Employee requests release from the overtime assignment, reasonable efforts shall be made by NPR to locate

another qualified Employee to work the extended shift. If another qualified Employee is located, whose work on the extended shift would not result in a short turnaround penalty, such work will be assigned to the first volunteer. If no qualified Employee is available, and NPR, after reasonable efforts, is not able to find a qualified temporary Employee or qualified daily hire to work, then the original Employee asked to perform the work shall be required to work the overtime.

2. Vacant Shift Overtime

When vacant shift overtime is needed, NPR shall first seek volunteers from qualified Employees who have the day off and such shift shall be assigned to the qualified Employee who first volunteers. If no qualified Employee volunteers for the vacant shift, reasonable efforts shall be made to assign a qualified temporary Employee or qualified daily hire. If no qualified temporary Employee or qualified daily hire is available, NPR shall draft a qualified Employee on his/her day off whose work would not result in a short turnaround penalty (unless there is no other qualified Employee available to draft). After an Employee is drafted to work on his/her day off once in a calendar month, he/she shall be given the opportunity to be exempt from a draft in the rest of the calendar month.

H. Transfer and Promotion

Transfers and promotions of Employees shall be on a voluntary basis except as provided herein and in Articles 5 and 20.

I. Training

NPR recognizes that training is integral to the career advancement of Employees. NPR shall provide Employees with NPR-sponsored training in the baseline (required) aspects of their job classification. Additional training, designed to qualify Employees for Technical Director assignments may be provided by NPR to Employees requesting such training. In determining whether to offer training, NPR may consider such factors as the number of Employees needed to perform the work and the number of Employees already trained.

ARTICLE 12

SENIORITY

A. General Seniority Provisions

Two types of seniority exist within the bargaining unit: Company Seniority and Unit Seniority.

- 1. Company Seniority** is measured as the length of service the Employee has with NPR, beginning with the first continuous, uninterrupted date of hire. It includes time spent on paid leave and leave for military duty. Company Seniority is the controlling factor with respect to annual and sick leave accrual, and benefits, including severance.

- a. A regular Employee who resigns or is discharged and is not reinstated through the grievance and arbitration procedures shall be treated as a new Employee if rehired.
 - b. A regular Employee laid off due to a reorganization (a planned company action designed to add, eliminate or realign functions within the organization) or a reduction-in-force (“RIF”) (a company action to eliminate or reduce staffing levels) shall, if rehired within the recall period, have his/her annual leave accrual rate reinstated and his/her sick leave balance restored.
- 2. **Unit Seniority** is measured as the length of service as a regular Employee or temporary Employee that is accumulated in a respective Employee bargaining unit classification. Unit Seniority is established at the date of regular employment. Unit Seniority includes hours of continuous temporary service and any additional temporary service hours (capped at forty (40) hours per week) accumulated in the prior two (2) year period. Unit Seniority also includes time spent on paid leave, leave for military duty, and approved FMLA leave. Unit Seniority is suspended during any other unpaid leave of absence.
 - a. Unless otherwise stated in this Agreement, Unit Seniority is the controlling factor with respect to annual leave selection, and, subject to the factors set forth in Article 13, Layoff and Severance, layoff or recall.
 - b. Each bargaining unit job classification shall have a separate seniority list by geographic location. The seniority lists for each bargaining unit job classification shall not be co-mingled for the purpose of layoff or recall.
 - c. Seniority shall terminate when:
 - i. A layoff exceeds nine (9) months;
 - ii. An Employee is discharged and not reinstated through the grievance and arbitration procedures;
 - iii. An Employee resigns, or;
 - iv. An Employee accepts employment with NPR outside the bargaining unit.

B. Specific Seniority Provisions

1. Simultaneous Employment

Employees sharing the same date of hire shall use some form of a tiebreaker in the presence of the appropriate departmental Manager and a Union representative within one (1) week of employment to determine seniority standing. In the event of adjusted seniority creating a tie, the Employee with the descending service time shall be treated as more senior.

2. Regular Part-time Employees

- a. The seniority of regular part-time Employees shall be calculated as follows:

If the Employee works less than forty (40) hours per week, then he shall accrue seniority as a function of all paid time, up to a maximum of forty (40) hours in a week. Such seniority shall be expressed as accumulated hours of service.

Every paid hour shall be credited as one (1) hour of accumulated service. In the event of a layoff or conversion to a full-time position, audits shall be done to establish seniority.

- b. An example of the conversion process would be as follows: if a part-time Employee has 2,920 hours of seniority and becomes a full-time Employee, then his new Unit Seniority shall be calculated as 2,920 hours, divided by forty (40) hours per week, equaling seventy-three (73) weeks. In this case, seventy-three (73) weeks would be subtracted from his new date of hire, giving him seventy-three (73) weeks of Unit Seniority in his new status.

3. Accumulated Hours by Temporary Employees

When any temporary Employee accumulates four thousand one hundred and sixty (4,160) regular hours in a consecutive twenty-four (24) month period, excluding all hours used to release other Employees for training and all hours for any leave mandated by any provision of this Agreement, (e.g. Article 8 (Hours of Work and Holidays), Article 10 (Leave), and Article 17 (Union Representation)), NPR shall create a regular full-time position for that job.

C. Transfers Within and Outside of the Bargaining Unit

1. Prior to any transfer within the bargaining unit, NPR shall notify the Employee whether or not his/her position will be held for his/her return during the new probation period. In the event an Employee transfers to another bargaining unit job classification, the Employee shall be placed at the bottom of his/her new bargaining unit job classification for purposes of Unit Seniority. The Employee shall be subject to a new probation period in the new bargaining unit classification unless the probation period is shortened or waived by NPR. NPR may also waive the probation step salary and pay the Employee at a higher step. If the Employee returns to a previous bargaining unit job classification, his/her previous Unit Seniority shall be restored.
2. Prior to any transfer within NPR, but outside of the bargaining unit, NPR shall notify the Employee whether or not his/her bargaining unit position will be held open during the initial probationary period of the new position. If the Employee returns to his/her previous bargaining unit position during the initial probationary period referred to above, his/her previous Unit Seniority shall be restored.

ARTICLE 13

LAYOFF AND SEVERANCE

A. Notice of Layoff

Regular Employees involuntarily terminated because of a reorganization or RIF shall be eligible to receive four (4) weeks' notice or twenty (20) days pay in lieu of notice; however, there shall be no notice or pay in lieu of notice for temporary Employees or Employees who are on initial probation.

During the term of this Agreement, there shall be no involuntary layoff of any Employee employed as a full-time or part-time regular Employee on April 1, 2019, except: (1) layoffs caused by loss of programming resulting in the layoff of both non-bargaining unit and bargaining unit employees, or (2) as a result of economic circumstances resulting in the layoff of both bargaining unit and non-bargaining unit employees.

B. Layoff Procedure

1. Seniority shall be governed by Article 12, Section A, Paragraph 2.b. Layoffs shall occur in inverse order of Unit Seniority, by geographic location. Prior to effectuating a layoff, NPR shall seek volunteers within the appropriate bargaining unit classification to accept an out of Unit Seniority order layoff equal to the number of positions being reduced. If the number of volunteers exceeds the number of Employees in the bargaining unit classification to be reduced, then the volunteers shall be laid off in order of Unit Seniority. If there are fewer volunteers than the number of positions in the bargaining unit classification being reduced, then NPR shall first lay off volunteers in order of Unit Seniority, and then shall proceed with involuntary layoffs for the remainder of the positions being reduced.
2. NPR shall make a good faith effort to combine the available temporary work in a geographic location so that an Employee who would otherwise be laid off can continue to work on a full- or part-time basis.
3. Prior to the layoff of any regular full-time or part-time Employees, NPR shall convert part-time Employees' hours to adjust their Unit Seniority (pursuant to Article 12, Section B, Paragraph 2), and place them accordingly on the Unit Seniority list for full-time Employees within that bargaining unit classification at that geographic location. Any layoff at that location shall then proceed in accordance with Section B, Paragraph 1 above. When a part-time Employee with greater seniority than a full-time Employee who is scheduled for layoff does not accept a full-time position/shift that remains, the part-time Employee shall be laid off and the full-time Employee with less seniority shall continue employment.
4. In the event of a layoff, NPR shall have the option of offering, with notice to the Union, an incentive, over and above regular severance benefits to any Employee to avoid an involuntary layoff. Any Employee accepting such an incentive shall

be required to sign a settlement and release of claims, including waiving any recall rights. The Union shall not reject an incentive offer that the Employee is willing to accept.

5. Employees laid off in a bargaining unit classification in a geographic location, with recall rights, shall be given the opportunity to perform any temporary work in that bargaining unit classification and location, in order of Unit Seniority, unless, in NPR's judgment the Employee is not qualified to perform the required work.

If the laid off Employee accepts such work, the Employee's severance pay for that week shall be reduced by the amount of pay that he/she receives that week, but the Employee's entitlement to full severance pay under Section F of this Article 13 shall not be reduced, unless recalled, e.g., if the Employee were entitled to five (5) days of severance pay and was recalled to work one (1) day, he/she would receive four (4) days of severance pay for that week; the unpaid day of severance pay would be added to the Employee's severance pay balance.

C. Re-Employment Consideration (Recall)

An Employee subject to involuntary layoff shall be eligible for recall to a position in his/her bargaining unit classification by geographic location, for up to nine (9) months from the date of layoff. However, a laid off Employee accepting temporary employment under Paragraph B (5) shall have the recall call period extended by one (1) day for each day worked on a temporary basis, up to a maximum of three (3) months extension. Recall shall be in order of Unit Seniority, unless, in NPR's judgment the Employee is not qualified to perform the required work.

D. Re-Employment Procedure

For nine (9) months after involuntary layoff (extended as set forth above, for temporary employment), NPR shall notify eligible Employee(s) by certified mail or e-mail of any opening(s) in the Employee's last held bargaining unit classification, by geographic location. To receive such notices, the Employee shall maintain current addresses (home and e-mail) on file with Human Resources. The Employee shall respond to the notice within ten (10) days of receipt of such notice to retain re-employment rights.

E. Reinstatement of Benefits

Employees who are recalled under this procedure shall have non-probationary status unless they were on probation at the time of the lay off. All accrued and unused sick leave shall be reinstated and previous NPR service shall be recognized when re-establishing pay, annual leave accrual and seniority. However, if a laid-off Employee who received severance pay is recalled to work, the calculation of any subsequent severance pay shall start on the date of re-employment.

F. Severance

1. Regular Employees covered by this Agreement laid off as part of a reorganization or RIF, including any volunteers under Paragraph B (1), shall be eligible for severance pay equal to one (1) day's pay for each month of the Employee's current uninterrupted period of employment with NPR (as defined in Article 12.A.1) on non-probationary status, with a minimum of ten (10) days and a maximum of one hundred and twenty-five (125) days, provided that the Employee and NABET enter into and do not revoke a general release of claims in a form to be provided by NPR.
2. An Employee may elect to receive his/her severance payments in either a lump sum payment or in bi-weekly installments equal to the regular bi-weekly base salary paid during the most recent employment period. Volunteers for layoffs under Paragraph B.1, whether electing to receive severance payments in a lump sum or in bi-weekly installments, shall waive all rights to temporary or permanent re-employment.
3. Severance payments shall cease if an Employee is re-employed by NPR as a regular Employee before all severance payments have been received. The balance of unpaid severance payments (if any) shall be included in any future severance pay calculation.
4. If the Employee elects to and receives severance pay in a lump sum and thereafter NPR voluntarily reemploys the Employee in a bargaining unit position, then the Employee shall, pursuant to a written agreement, return the balance of the severance payments that would have been due to him/her if he/she had selected bi-weekly installments and the amount paid back shall be included in the calculation of any future severance pay calculation.
5. Severance pay shall be calculated based on Company Seniority, excluding three (3) months of the initial probation period, any temporary time that is not continuous, and any prior severance pay received for any prior severance period. Employees terminated while on initial probation shall not be entitled to severance pay.

ARTICLE 14

SAFETY AND HEALTH

NPR recognizes that providing a safe work environment is appropriate. NPR shall make reasonable efforts to provide and maintain safe working conditions and sanitary facilities in accordance with applicable health and safety laws and regulations.

No Employee shall be required to perform work under abnormally dangerous conditions of work that could represent a danger to him/herself.

To further the goal of maintaining a safe work environment, the following procedure is established: Employees with specific problems related to physical work conditions may bring them to the attention of the Director of Labor Relations. If the Employee has not received an adequate response within fourteen (14) calendar days, the matter shall be referred to the Advisory Committee provided in Article 22. In addition, the Union may refer any general matters related to physical work conditions to the Advisory Committee. NPR shall respond to recommendations of the Committee on matters related to physical work conditions within thirty (30) calendar days of receiving them. Committee recommendations shall not be binding on NPR.

ARTICLE 15

GRIEVANCE AND ARBITRATION PROCEDURES

- A.** As used in this Agreement, the term “grievance” shall mean any complaint by an Employee or the Union as to the interpretation or application of any express provision(s) of this Agreement occurring during the term of this Agreement. Grievances may be filed and processed only through the procedure outlined herein. NPR and Union shall attempt to settle any such grievance as promptly as possible through the grievance procedure, which shall be as follows:

Step One – The Employee shall discuss his/her grievance with the supervisor. Alternatively, the Employee may bring the grievance to the attention of a steward and request the steward to present the matter to the supervisor. Such matters must be raised within fourteen (14) calendar days of the occurrence of the event or fourteen (14) calendar days of the date when the Union knew or should have known of the occurrence of the event (but in no event more than thirty (30) calendar days from the occurrence of the event). If no satisfactory settlement is reached, the Union may proceed to Step Two. Step One is deemed completed when the supervisor gives his/her answer to the grievance. Said answer may be oral or written and shall be provided within fourteen (14) calendar days of the Employee’s/steward’s discussion with the supervisor.

Step Two – The steward shall reduce the grievance to writing on a form provided by the Union and shall present said written grievance within seven (7) calendar days of the conclusion of Step One to the supervisor and department head. The written grievance must set forth the facts giving rise to the grievance, the provision(s) of the Agreement alleged to have been violated, the names of the aggrieved Employee(s), and the remedy sought. The supervisor and department head shall meet with the steward and grievant to discuss the grievance within fourteen (14) calendar days of receipt of the written grievance to attempt settlement. The supervisor or department head shall give his/her written disposition within seven (7) calendar days of the meeting. If the supervisor does not provide a written disposition or the written disposition is unsatisfactory to the Union, the grievance may be moved to Step Three.

Step Three – The International Representative may present the grievance to the Director of Labor Relations or designee within seven (7) calendar days of the

conclusion of Step Two. (International Representative shall be defined as an officer or staff member of the International.) The Director of Labor Relations shall discuss the grievance with the International Representative and respond to the grievance in writing within fourteen (14) calendar days. If the Director of Labor Relations does not meet and/or respond within the fourteen (14) day period, the Union may proceed directly to arbitration.

Step Four – In the event the grievance is not satisfactorily resolved in Step Three and the Union wishes to proceed further, the Union must notify the Director of Labor Relations in writing of its intent to submit the grievance to arbitration, within fourteen (14) calendar days of the conclusion of Step Three and simultaneously submit a request to the American Arbitration Association for a panel of arbitrators. The parties shall select an arbitrator in accordance with the procedures of the American Arbitration Association.

- B. Separate grievances may not be joined in one arbitration proceeding except by written agreement of the parties.
- C. The Union shall have final authority to dispose of any grievance at any step of the grievance procedure in any manner deemed by it to be the most prudent, including refusal to process the grievance further, and NPR may conclusively rely upon such disposition.
- D. If any Employee has completed his/her probationary period and believes his/her discipline or discharge was not for just cause, the International Representative may submit a grievance in writing directly in Step Three of the grievance procedure. Said written grievance must be presented within fifteen (15) calendar days after the Employee has been notified of the discipline or discharge.
- E. The time limits stated in this Article are intended to be maximum time limits and binding on the Union, Employees and NPR. The time may be extended only by written agreement between the Union and NPR. Grievances not processed by the Union or any bargaining unit Employee within the time limits specified herein shall be deemed to be settled based on NPR's last response. If NPR does not answer within the time limits specified herein, the grievance shall be considered denied.
- F. The arbitrator shall have no authority to add to, subtract from, modify, amend or in any way change any provision of this Agreement in arriving at a determination of the merits of any grievance.
- G. The decision of the arbitrator shall be final and binding upon the Union and NPR.
- H. Any fees of the American Arbitration Association and the arbitrator shall be borne equally by the Union and NPR.
- I. The time spent by the Union steward in handling essential grievance-related duties at the first and second steps under this Agreement shall be paid for at the steward's regular hourly rate for time actually lost from work during normal work hours,

excluding overtime. The individual grievant shall, likewise, be paid on the same basis. These work interruptions shall be held to a minimum and the stewards shall not abuse this provision. Stewards shall request permission from their supervisor before leaving, shall notify their supervisor when returning to their work station, and shall maintain time records in the fashion and by the means prescribed by NPR of all time spent off the job in essential grievance-related duties.

- J. Whenever an Employee is called into a meeting with NPR representatives for the purposes of an investigation which may lead to discipline of the Employee, he shall be permitted, upon request by such Employee, to have a steward present, provided that the Employee's request for a particular steward shall not unreasonably delay the meeting if another steward is present and readily available in the location.

ARTICLE 16

DISCIPLINE AND DISCHARGE

NPR has the right to discipline or discharge Employees for cause, however, Employees in the initial probationary period and temporary Employees hired on an as needed daily basis may be disciplined or discharged without cause. The non-renewal of an EAS of a temporary Employee shall not be considered a discipline or a discharge. NPR acknowledges that after the initial probationary period, progressive discipline (defined as either: (1) one oral warning, one written warning, one suspension, and discharge; or (2) one oral warning, one performance improvement plan for a period of at least forty-five (45) days, and discharge) is the preferred method to address workplace conduct, violations of policy and performance problems. NPR may skip progressive steps if warranted by the nature of the conduct, up to and including immediate termination. NPR shall notify any regular or temporary Employee (except those Employees who are in the initial probationary period or temporary Employees hired on an as needed daily basis) of any circumstance that may result in discipline within ten (10) business days of the circumstance or within ten (10) business days of the date that NPR Engineering or Distribution Management has first knowledge of the circumstance, unless the technician is on leave or otherwise unavailable during this period.

ARTICLE 17

UNION REPRESENTATION

A. Reasonable Access

The International Representative of the Union, or designee, shall have reasonable access to NPR's premises during normal business hours to monitor the administration by NPR of this Agreement. However, such visits shall be conducted so as to not interfere with the conduct of NPR operations. The International Representative shall obtain clearance from the Director of Labor Relations, or designee, before entering work areas.

B. Union Officials

The Union shall provide the names of the elected shop stewards, executive board members, and Assistant to the President, in writing, to NPR.

C. Meetings with NPR

There shall not be any deduction from the Employee's regular wage when any Employee on duty is called to meet with an NPR representative.

D. Employees Required In Arbitration

Fourteen (14) calendar days advance written notice shall be given by the Union to NPR that the Union requires an Employee or Employees to participate in arbitration proceedings, and NPR shall make reasonable efforts consistent with operational requirements to release such Employee or Employees from duty. The Employee shall be maintained on the NPR payroll for preparation time and any time spent at the request of the Union to participate in the arbitration, and in such event, the Union shall pay the salary of such Employee by reimbursing NPR. However, if the Employee testifies as a witness at the arbitration at the request of NPR, the Employee shall be paid by NPR for time spent testifying.

E. Release Time For Union Activity

Subject to operational considerations, all Union leaves granted under this provision (except arbitrations and negotiations) shall be granted only at times that are reasonable and practical to accommodate, upon reasonable notice for such leave.

1. Negotiations.

No more than three (3) Employees selected by the Union to serve as negotiators shall, upon sufficient advance notice to enable rescheduling without penalty to the Employer, be released from their work schedule to participate in contract negotiations. The Employee shall be maintained on the NPR payroll during such time, and the Union shall pay the salary of such Employee by reimbursing NPR.

2. Other Union Leave.

Up to three (3) Employees shall be released from duty per day at the Union's request to attend Union seminars, training, and conferences, up to a maximum of ten (10) days (of which forty (40) hours may be taken in hourly increments) per year, per Employee. The Employee shall be maintained on the NPR payroll during such time, and the Union shall pay the salary of such Employee by reimbursing NPR. Whenever practicable, the Union shall provide at least thirty (30) days advance notice of any such request, but shall in no event provide fewer than fourteen (14) days advance notice of any such request.

3. All Union leave is computed at straight time. If an Employee is drafted to work overtime in the same week as scheduled hours of union leave (including arbitrations and negotiation), such drafted hours shall be paid at the appropriate overtime rate.

F. Bulletin Boards

The Employer shall provide bulletin board space for notices of official Union business (meetings and elections) in designated work areas.

ARTICLE 18

NO STRIKE / NO LOCKOUT

A. No Strikes

1. The Union shall not directly or indirectly instigate, lead, engage in, authorize, cause, assist, encourage, participate in, ratify, or condone any strike, sympathy strike, slowdown, work stoppage, or any other interference with or interruption of work at any NPR operation during the term of this Agreement, and, thereafter, shall not do so absent provision of notice as set forth in Paragraph C below.
2. The failure or refusal on the part of any Employee to comply with the provisions of Section A, No Strikes, Paragraph 1 shall be cause for immediate discipline, including discharge, subject to the grievance provisions outlined in Article 15.
3. In the event of the occurrence of any violation of Section A, No Strikes, Paragraph 1, the Union shall immediately upon learning thereof, take affirmative action to prevent or stop the unauthorized action. The Union shall inform the Employees that such action is not authorized by the Union, and deliver to NPR a letter (and e-mail) advising that such action is not authorized by the Union and exercise its best efforts to bring about an immediate cessation of any such violation.

B. No Lockout

NPR shall not lock out Employees during the term of this Agreement, and, thereafter, shall not do so absent provision of notice as set forth in Paragraph C below.

- C. In order to effect an orderly transition should a strike occur after the expiration of this collective bargaining agreement, the Union shall give NPR at least seventy-two (72) hours notice of such strike. Similarly, NPR shall give the Union at least seventy-two (72) hours notice of a lockout. These obligations shall survive the expiration of the Agreement.
- D. NPR shall not assign, transfer or require Employees to go to any property to perform the duties of technical employees of another employer who are on strike.
- E. NPR shall not take disciplinary action against an Employee for his/her refusal to cross a picket line established as a result of any authorized strike by members of the CWA or NABET-CWA, except where such refusal is in the bona fide news coverage of such strike. This prohibition shall not apply where a common situs situation exists and NPR is not a party to the controversy and a separate gate or entrance has been established for Employees not involved in the dispute to enter the premises.

ARTICLE 19

TRAVEL

NPR shall reimburse Employees for authorized expenses related to business travel pursuant to the provisions of this Article.

A. Travel Advances

Employees may receive travel funds in advance by submitting a completed Travel Advance Request Form in a timely manner. Employees shall complete the Travel Advance Request Form as required by NPR policy. Travel advances shall not be authorized for Employees who already have an outstanding advance.

B. Travel Reimbursements

Within thirty (30) days of returning from business travel, Employees shall submit a completed Travel Expense Report, the original receipts, and any excess advances to the appropriate department manager. Failure to reconcile a Travel Expense Report within thirty (30) days after completion of business travel involving an advance may result in discipline. Consistent with NPR policy, Employees shall be reimbursed for all reasonable and necessary travel expenses they actually incur in the performance of remote assignment duties. Employees shall be promptly reimbursed, but in no event more than thirty (30) calendar days after NPR's receipt of a properly completed expense report.

C. Overnight Accommodations

When an Employee is assigned temporarily on an overnight location to a point other than the Employee's place of residence, NPR shall furnish standard commercial hotel/motel single room accommodations, consistent with NPR policy. However, the Union recognizes that some assignments preclude commercial accommodation. In such instances, NPR shall provide the same or comparable accommodation to Employees as reporters and producers on the assignment.

D. Business Travel Insurance

NPR shall provide business travel insurance for Employees on assignment.

E. Business Use of Personal Automobile

No Employee shall be required to use his/her own vehicle for company use. If an Employee does agree to drive his/her own vehicle, he shall be reimbursed for all expenses pursuant to NPR policy, such as mileage, parking, and tolls.

ARTICLE 20

RELOCATION

A. Moving Expenses

In the event NPR requires an Employee to change residence (greater than fifty (50) miles from the present work location), NPR shall pay reasonable and authorized

moving expenses. Any proposed change of residence shall be fully discussed with the Employee, and if the Employee desires, with the Union.

Reasonable and authorized moving expenses are defined as follows: a pre-move scouting trip for one (1) person of up to one (1) week; packing; moving of household goods, office and technical equipment by a commercial interstate van; moving of an Employee's vehicle; and reasonable en route expenses for food, lodging, if necessary, and transportation (gas, oil, tolls). Payment for such expenses incurred in compliance with NPR's travel and expense policies shall be made upon submission of adequate documentation. Expenses are paid up to the equivalent of one (1) month of the Employee's base salary.

B. Layoff Option

An Employee who resigns or is terminated for declining or refusing to move due to a change in work location more than fifty (50) miles from the Employee's current work location, shall be treated as a laid off Employee pursuant to Article 13.

ARTICLE 21

BENEFITS

A. Retirement Plan

NPR shall contribute to the NPR Retirement Plan ("Plan") on behalf of each participant on the same basis as NPR contributes for non-executive administrative employees. In the event NPR considers changing carriers for any Plan, NPR shall notify NABET at least thirty (30) days before the proposed change.

B. Fringe Benefits

1. Benefit Plans.

Fringe benefits (life, vision, disability, accidental death, health, dental, dependent care account, and medical spending account) ("Benefit Plans") shall be made available to full-time regular and temporary bargaining unit Employees and eligible part-time regular and temporary bargaining unit Employees (as defined in paragraph 21.B.2 below) on the same terms and conditions as such benefits are made available to administrative employees of NPR. After considering recommendations made by the Benefits Task Force, if any, during the term of this Agreement and after its expiration, NPR shall have the right to implement a change, modification or elimination in any Benefit Plans so long as such change, modification or elimination applies to all administrative employees of NPR. The foregoing includes NPR's right to make changes that it deems necessary or appropriate in connection with its need to comply with applicable law, including, without limitation, the Patient Protection and Affordable Care Act as amended ("ACA"), including plan design changes to comply with the ACA's requirements, to avoid or mitigate ACA penalties or taxes, and to adjust the measurement and stability periods described in Paragraph 2(c) below. If NPR adopts a recommendation made by the Benefits Task Force by consensus, or if the Benefits

Task Force does not reach a consensus about a recommendation within fourteen (14) calendar days after being asked by NPR to make a recommendation regarding a particular subject, then the resulting action taken by NPR as a result of that recommendation or failure to reach a recommendation shall be final and not subject to challenge under Article 15, Grievance and Arbitration. If NPR fails to follow a recommendation of the Benefits Task Force and NABET believes that NPR's implementation of a change, modification, or elimination is unreasoned, it may file a grievance.

2. Part-Time Employees.

- a. In accordance with the ACA, part-time regular and temporary Employees hired to fill a regular part-time schedule of thirty (30) hours or more a week will be treated as full-time Employees under NPR's medical insurance plans and will be eligible to participate in such plans on the same basis as full-time NPR Employees while they remain on a regular part-time schedule of thirty (30) hours or more a week.
- b. In accordance with the ACA, part-time regular and temporary Employees who are not described in Article 21.B.2(a) who average thirty (30) or more paid hours per week during the measurement period set forth in 2(c) below will be treated as full-time Employees under NPR's medical insurance plans and will be eligible to participate in such plans on the same basis as full-time NPR Employees for the succeeding stability period set forth in 2(c) below.
- c. The measurement procedure described in 2(b) above shall be as follows: during a regular measurement period that NPR selects in its discretion (for example, six (6) or twelve (12) months), there shall be a review of the service hours (as defined in the ACA) of part-time Employees during the designated measurement period, after which part-time Employees will be notified of their eligibility for coverage under the Benefit Plans during the succeeding stability period (e.g., six (6) or twelve (12) months), based on their service hours during the measurement period.

C. Hearing Testing

NPR shall consult with NABET during the term of the Agreement in an effort to find a provider for hearing testing for interested Employees.

ARTICLE 22

LABOR MANAGEMENT COOPERATION

A. Advisory Committee

NPR and NABET shall establish an Advisory Committee to provide a forum for the exchange of ideas regarding issues affecting Employees. The agendas for such

meetings shall be prepared and exchanged in advance. The Advisory Committee shall have equal representation from NABET and from NPR with no more than three (3) members for each side. NABET and NPR shall designate its own members. The Advisory Committee shall meet quarterly unless otherwise agreed by the parties. NPR shall excuse Advisory Committee members from their regular work to participate in such meetings of the committee as a whole.

B. Benefits Task Force

The Joint Labor Management Benefit Task Force (“Benefits Task Force”) shall convene as necessary for the purpose of discussing the most cost efficient manner of providing fringe benefits, as set forth in Article 21.B above. NPR, AFTRA and NABET shall each appoint two (2) Benefits Task Force members. To the extent work schedules permit, NABET and AFTRA Benefits Task Force members shall be relieved of work assignments, but at least one (1) such member from NABET, one (1) such member from AFTRA, and one (1) such member from NPR shall make themselves available for each meeting. Benefits Task Force recommendations must be promptly made, and are deemed made, if and when NPR, NABET and AFTRA concur on the recommendation.

C. Participation at Board Meetings

NABET may designate one official observer and two alternate observers to attend those non-executive sessions of NPR Board meetings which take place in Washington, DC. Such observer shall provide ten (10) days advance notice of attendance to NPR’s General Counsel and Director of Labor Relations and to his/her supervisor, and shall be paid straight time for any hours of attendance that fall within his/her regular workday. (If two (2) concurrent meetings of the Board Committees are held, both the official and one (1) alternate observer [or both alternate observers, if the official observer cannot attend] may attend and they shall be paid straight time for any hours of attendance that fall within their regular workday.) The attendance of the NABET observer(s) at Board meetings shall not disrupt normal NPR operations. Designation of the official observer and any changes to such designations shall be made in writing to NPR’s General Counsel and Director of Labor Relations.

NPR shall furnish NABET’s designated official observer with non-confidential materials and documents pertaining to Board meetings at the same time such materials and documents are distributed to NPR’s officers.

D. Changes in Programming

Excluding Distribution matters, should a program or program service be reduced, eliminated or expanded, and that change is expected to impact staffing levels in the bargaining unit, NPR shall provide notice of such change to NABET, as far in advance as possible.

ARTICLE 23

PERFORMANCE REVIEWS

Formal performance reviews are conducted each year and documented for personnel files. Employees may inspect their personnel file by arrangement with Human Resources and will be provided copies of any document upon request.

NPR may design, create, and implement an annual job performance evaluation system, subject to prior consultation with the Union. NPR shall have the right to require Employees to attend job performance reviews. If an Employee disagrees with any written job performance review, the Employee may attach a written rebuttal to his/her performance review which shall be included as part of the Employee's personnel file.

Written job performance reviews are not subject to the grievance and arbitration process, and may not be used in any disciplinary proceeding. Nothing herein shall restrict the Union's right to grieve or arbitrate disciplinary actions that may arise as a result of incidents that are the matter of specific comment in written performance reviews.

A failure of NPR to provide a formal performance review on an annual basis may be subject to the grievance and arbitration process.

ARTICLE 24

MISCELLANEOUS

A. In the event that any prosecution, civil or criminal, private or governmental action is brought against an Employee in connection with a program to which an Employee is assigned, NPR shall, at its expense, defend the Employee and pay all charges and judgments so incurred, provided the Employee acted within the scope of his duties. NPR shall have full control of the litigation.

B. Emergency Operations

NPR does not cease operations in the event of inclement weather or other emergencies. NPR shall make the decision to implement the Emergency Operations Policy described below when it is prudent to operate with reduced staff in emergency situations, and/or it is in the best interest of Employee safety to minimize travel to work. NPR may declare a Category 1 or Category 2 Emergency (including on holidays, weekends and overnight hours) in its reasonable discretion, and shall exercise its discretion with reference to objective information, including but not limited to, the decision of the federal and state governments to declare a liberal leave policy (analogous to a Category 1 emergency) or to shut down but for essential personnel in a particular locality (analogous to a Category 2 emergency). In all situations, Employees in positions deemed "essential" must report to work to perform such duties required to ensure that programming continues uninterrupted.

Each department shall determine, based on operational needs, which Employees are essential. Essential position designations may change based upon the nature of the emergency. Department heads shall ensure each Employee is informed regarding the essential status of his/her position.

1. Category 1 Emergency

All Employees scheduled to work are expected to report to work on time, however, department managers may grant Employees up to three (3) hours of administrative leave to cover late arrivals or early departures necessitated by the emergency. Employees must notify their supervisors if they need to take such leave. Employees not in essential positions, who do not report to work, must take annual or personal leave for the time missed. Employees who report to work shall be paid at their regular rate. Employees in positions identified as essential are expected to report to work on time.

2. Category 2 Emergency

Employees in positions identified as essential are expected to report to work on time. Department managers may grant essential Employees up to three (3) hours of administrative leave to cover late arrivals or early departures necessitated by the emergency. All other Employees shall be granted administrative (i.e., paid) leave for the day missed upon request to their supervisors. Essential Employees who report to work shall be paid at the regular rate plus compensatory time of one (1) hour for each hour worked.

C. NPR-Provided Parking

Employees whose work hours begin after 9:00 p.m. and before 7:00 a.m. or end between 9:00 p.m. and 7:00 a.m. will be furnished NPR-paid parking.

D. Outside Employment / Conflicts of Interest

Employees may hold outside jobs so long as they meet the performance standards of their NPR employment. Outside employment that constitutes a conflict of interest is prohibited.

E. Equipment and Supplies

NPR shall furnish such equipment or supplies as it deems necessary for the performance of the duties of any classification.

F. Successors and Assigns

This Agreement shall be binding on NPR and its successors and assigns.

ARTICLE 25

WAIVER AND DURATION

A. Waiver

No waiver of any provision of this Agreement may be granted by an individual Employee. Waivers may be granted only by authorized representatives of NPR and

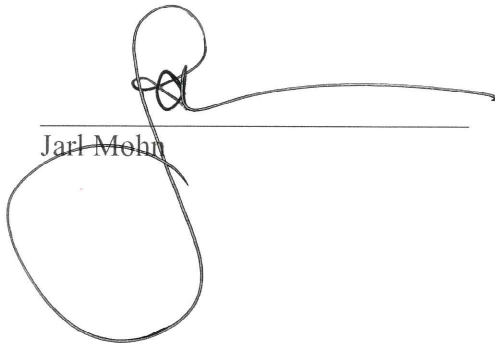
the Union when such waiver is requested and approved respectively by the Union and NPR.

B. Duration

This Agreement shall be in full force and effect from April 1, 2019 to and including March 31, 2021.

In witness, National Public Radio, Inc., and NABET-CWA, ALF-CIO, have caused this Agreement to be duly executed on their behalf by their respective officers, duly authorized, on and as of the day and year aforesaid.

For National Public Radio




Jarl Mohr

For NABET-CWA, AFL-CIO



Bob Williams 3/21/19



Charles Braico 3/18/19



Jay Herrera

Sideletter #1

Mr. Bob Williams
National Association of Broadcast
Employees & Technicians-CWA
501 Third Street NW
6th Floor
Washington, DC 20001-2797

April 1, 2019

Re: Audio Editing Tool

Dear Mr. Williams:

This letter shall supplement the collective bargaining agreement by and between National Public Radio, Inc. (hereinafter the "Employer") and NABET-CWA (hereinafter the "Union"), effective April 1, 2019 to and including March 31, 2021.

Electronic Engineers ("EEs") shall have shared responsibility with Information Services ("IS") employees for installing, replacing, and repairing on-air playback hardware in broadcast studios. Nothing shall preclude outside contractors from performing such service on equipment under warranty. The need for communication and cooperation between the IS department and the Audio Engineering department in the implementation of shared responsibilities is essential; as such, representatives of the IS department and the Audio Engineering department shall, as necessary, meet with NABET and representative EEs to resolve implementation issues.

EEs shall be responsible for testing studio technical, on-air playback hardware functionality (i.e., making sure that the system responds properly to remote console commands, play and record at unity levels).

EEs shall be provided with password access as necessary to fulfill these responsibilities.

If the foregoing constitutes our understanding, kindly execute a copy of this letter in the space provided and it shall become a binding agreement between the Employer and the Union.

Sincerely,

NATIONAL PUBLIC RADIO, INC.

By: 

Its: PRESIDENT & CEO

Date: 3/28/2019

ACCEPTED AND AGREED

NABET – CWA

By: Mat W

Its: PRESIDENT NABET/CWA LOCAL 31

Date: 3/21/19

Sideletter #2

Mr. Bob Williams
National Association of Broadcast
Employees & Technicians-CWA
501 Third Street NW
6th Floor
Washington, DC 20001-2797

April 1, 2019

Re: Buyouts

Dear Mr. Williams:

This letter shall supplement the collective bargaining agreement by and between National Public Radio, Inc. (hereinafter "NPR") and NABET-CWA (hereinafter the "Union"), effective April 1, 2019 to and including March 31, 2021.

Notwithstanding the second Paragraph of Article 13 (A), Layoff and Severance, NPR shall have the right to effectuate the buyout and/or layoff arrangements set forth below. These buyout and layoff arrangements shall not limit the ability of NPR to lay off Employees in accordance with the provisions of the second Paragraph of Article 13 (A), Layoff and Severance.

A. Voluntary Buyout Terms and Conditions:

1. All unused, but accrued annual leave (vacation pay) shall be paid out.
2. No other leave accruals shall be due and payable, including but not limited to personal leave and sick leave.
3. The severance shall be paid as salary continuation and the Employee shall waive all rights to temporary or permanent re-employment.
4. Severance payments shall be calculated at the Employee's rate of pay on the effective date of separation from employment.
5. Each Employee shall be offered up to \$5,000 in outplacement or networking benefits, or alternatively, career retraining support from NPR. (See Attachment 1.)

B. In addition to NPR's rights under the second Paragraph of Article 13.A, NPR shall have the following rights:

1. During Calendar Year 2019:

- Up to three (3) buyouts shall be offered in any classification as NPR shall determine. These volunteers shall be eligible for eight (8) months of severance at NPR's expense.

2. During Calendar Year 2020:

- Up to three (3) buyouts shall be offered in any classification as NPR shall determine. These volunteers shall be eligible for eight (8) months of severance at NPR's expense.

3. During Calendar Year 2021:

- Up to three (3) buyouts shall be offered in any classification as NPR shall determine. These volunteers shall be eligible for eight (8) months of severance at NPR's expense.

4. The buyouts under this Paragraph B shall be subject to the terms of Paragraph A and Paragraph C.

C. Applicable to all Buyouts

1. NPR shall solicit volunteers for buyouts from the job classifications listed above at least thirty (30) days in advance of each round of the buyouts. If there are more volunteers than buyout offers, then buyout packages shall be offered to volunteers in order of Unit Seniority. Responses to the solicitation for volunteers shall be submitted in writing to the Director of Labor Relations who, along with the Senior Associate General Counsel for Employee Relations, shall administer the process consistent with this Sideletter and, when there are more volunteers than buyout offers, shall not release the names of those volunteers who will not receive a buyout package. If there are too few volunteers for any round of buyouts, then notwithstanding the second Paragraph of Article 13.A, Layoff and Severance, NPR shall have the right to proceed with involuntary layoffs but such involuntary layoffs shall be effectuated pursuant to Article 13, except that the laid off Employee shall under Article 13.F.1, Severance, be entitled to the maximum severance amount (i.e. one hundred and twenty-five (125) days), and except that the third, fourth and fifth sentences of Article 13.B.1, and Article 13.B.4. shall not apply. If a volunteer accepts a buyout and later declines to execute the general release (see C.4 below), NPR shall tender the general release to the next senior employee who volunteered for the buyout when it was originally offered, if any, before resorting to a layoff; if no other Employee volunteered for a buyout when originally offered, then NPR shall proceed with the layoff.
2. NPR shall confirm final separation dates to buyout volunteers by giving thirty (30) days notice in advance of the effective date of separation. Once dates are confirmed to an Employee, the Employee will be separated from employment on that date.
3. Once an Employee has accepted a buyout, NPR shall remove him/her from the seniority list for purposes of a layoff.
4. The acceptance of a buyout shall require the signing of a general release in form consistent with the final sentence of Article 13.F.1.

5. Since a volunteer is effectively laid off, NPR shall not oppose an unemployment insurance application by a volunteer.

D. NPR Rollover Rights:

NPR's right to offer buyouts is additive and shall roll over from year to year, i.e., in the event that NPR does not exercise its rights to offer a buyout or buyouts in a given year under Paragraph C of this Sideletter, NPR shall have the right to offer those buyouts in the following or any subsequent year and the severance payments shall be those applicable on the effective separation date.

E. Alternative Means of Reducing Staff Levels:

As an alternative to reducing staffing levels as a consequence of buyouts or layoffs under this Sideletter, NPR shall have the option, without any obligation whatsoever, when there is a vacancy for a job not covered by this collective bargaining agreement, to offer the position to an Employee and rescind the buyout offer or layoff notification on such terms as NPR shall determine. If the subject Employee accepts the offer of rescission, the Employee shall be subject to a minimum probationary period of three (3) months, unless otherwise stated in another collective bargaining agreement or NPR policy (if the job is an administrative position), in which case the probationary period stated in the applicable document shall prevail. In the event the Employee fails the probation, then the original buyout package or layoff severance amount, as the case may be, shall be reinstated, but shall be reduced by the monetary value of the time the Employee spent in the probation period. In the event the subject Employee is made a regular Employee, then terms of the buyout or layoff severance, with respect to such Employee, shall be forfeited.

Attachment 1

Outplacement or Networking Benefits. NPR shall pay up to \$5,000 for outplacement or networking services for Employee, including conferences and related expenses. Employee may elect to either:

- (1) utilize the outplacement services of an outplacement company, subject to NPR's approval, to assist Employee in securing other employment, in which case NPR shall pay the professional fees directly to the approved outplacement, or
- (2) attend approved industry conferences related to Employee's field, in which case NPR shall pay registration fees as well as reasonably incurred expenses consistent with NPR's travel policy (e.g., airfare, lodging, meals) related to Employee's attendance; provided that Employee submits supporting documentation satisfactory to NPR.

The Employee may elect to utilize outplacement or networking benefits during the period commencing on the effective date of his/her settlement agreement and release and ending on the date which is one (1) year following the Employee's separation date, as that term is defined in the settlement agreement and release. (See Exhibit 1.)

Alternatively, NPR recognizes that changes to the industry may preclude some of those who are displaced as a result of buyouts from obtaining long-term employment. Accordingly, in lieu of utilizing outplacement or networking benefits, NPR shall pay up to \$5,000 for career re-training at an accredited learning facility which shall be subject to NPR's approval. NPR shall have the option of reimbursing the Employee or paying the accredited learning facility directly, and shall do so in a timely manner. The Employee shall provide supporting documentation satisfactory to NPR, including but not limited to a letter of acceptance, proof of accreditation, and grade reports. NPR has the right to terminate payment to the facility if the Employee's grades are below average (as determined by the facility).

The Employee may elect to utilize career re-training services for a period commencing on the effective date of his/her settlement agreement and release and ending on the date which is one (1) year following the Employee's separation date, as that term is defined in the settlement agreement and release. (See Exhibit 1.)

If the foregoing constitutes our understanding, kindly execute a copy of this letter in the space provided and it shall become a binding agreement between NPR and the Union.

Sincerely,

NATIONAL PUBLIC RADIO, INC.

By:  _____

Its: PRESIDENT : CEO _____

Date: 3/28/2019 _____

ACCEPTED AND AGREED

NABET – CWA

By:  _____

Its: PRESIDENT NABET/CWA LOCAL 31 _____

Date: 3/21/19 _____

Sideletter #3

Mr. Bob Williams
National Association of Broadcast
Employees & Technicians-CWA
501 Third Street NW, 6th Floor
Washington, DC 20001-2797

April 1, 2019

Re: Ratification Incentive

Dear Mr. Williams:

This letter shall supplement the collective bargaining agreement by and between National Public Radio, Inc. (hereinafter the "Employer") and NABET-CWA (hereinafter the "Union"), effective April 1, 2019 to and including March 31, 2021 (the "Agreement").

So long as the Agreement is ratified by the bargaining unit no later than March 22, 2019, unit employees who are employed on the date of ratification shall each receive a ratification bonus of \$500.00, payable on the first pay period following the date of contract signing.

If the foregoing constitutes our understanding, kindly execute a copy of this letter in the space provided and it shall become a binding agreement between the Employer and the Union.

Sincerely,

NATIONAL PUBLIC RADIO, INC.

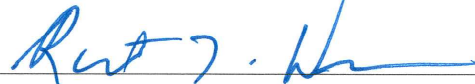
By: 

Its: PRESIDENT : CEO

Date: 3/28/2019

ACCEPTED AND AGREED

NABET - CWA

By: 

Its: PRESIDENT NABET/CWA LOCAL 31

Date: 3/21/18